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 6 ANTIOCH PAVING CO., INC.

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UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA

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11 JOHN BONILLA as CHAIRMAN and GIL	)	CASE NO.: C05-4943
12 CROSTHWAITE as CO-CHAIRMAN of	)	
13 the BOARDS OF TRUSTEES FOR THE	)	STIPULATION ENLARGING TIME FOR
14 OPERATING ENGINEERS HEALTH	)	FILING OF ANSWER
15 AND WELFARE TRUST FUND,	)	
16 PENSION FUND FOR OPERATING	)	
17 ENGINEERS, PENSIONED OPERATING	)	
18 ENGINEERS HEALTH AND WELFARE	)	
19 FUND, OPERATING ENGINEERS	)	
20 VACATION AND HOLIDAY TRUST	)	
21 FUND, NORTHERN CALIFORNIA	)	
22 PREAPPRENTICE, APPRENTICE AND	)	
23 JOURNEYMAN AFFIRMATIVE ACTION	)	
24 TRAINING FUND, OPERATING	)	
25 ENGINEERS CONTRACT	)	
26 ADMINISTRATION FUND FOR	)	
27 NORTHERN CALIFORNIA, OPERATING	)	
28 ENGINEERS INDUSTRY	)	
29 STABILIZATION TRUST FUND AND	)	
30 OPERATING ENGINEERS MARKET	)	
31 PRESERVATION TRUST FUND,	)	
32 Plaintiffs,	)	
33 v.	)	
34 ANTIOCH PAVING CO., INC., a	)	
35 California corporation; and RICHARD H.	)	
36 ALLISON, an Individual,	)	
37 Defendants.	)	

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Plaintiffs JOHN BONILLA as CHAIRMAN and GIL CROSTHWAITE as CO-

1 CHAIRMAN of the BOARDS OF TRUSTEES FOR THE OPERATING ENGINEERS HEALTH  
2 AND WELFARE TRUST FUND, PENSION FUND FOR OPERATING ENGINEERS,  
3 PENSIONED OPERATING ENGINEERS HEALTH AND WELFARE FUND, OPERATING  
4 ENGINEERS VACATION AND HOLIDAY TRUST FUND, NORTHERN CALIFORNIA  
5 PREAPPRENTICE, APPRENTICE AND JOURNEYMAN AFFIRMATIVE ACTION  
6 TRAINING FUND, OPERATING ENGINEERS CONTRACT ADMINISTRATION FUND FOR  
7 NORTHERN CALIFORNIA, OPERATING ENGINEERS INDUSTRY STABILIZATION  
8 TRUST FUND AND OPERATING ENGINEERS MARKET PRESERVATION TRUST FUND  
9 (“Plaintiffs”) and Defendants ANTIOCH PAVING CO., INC., a California corporation; and  
10 RICHARD H. ALLISON, an Individual (“Defendants”), stipulate and agree to the following,  
11 pursuant to Local Rule 6-2:

12           1. Defendant shall be given a thirty (30) day extension to answer the Complaint of  
13 Plaintiffs;

14           2. Each party will bear its own attorney's fees and costs relating to this Stipulation;  
15 and

16           3.       The parties' agreement is made based upon the attached Declaration of Cary D.  
17           McReynolds, attorney for Defendants.

18 | DATED: December 30, 2005

**STANTON, KAY & WATSON, LLP**  
Attorneys for Plaintiffs

21 By: \_\_\_\_\_/s/ \_\_\_\_\_  
22 JAMES P. WATSON

23 | DATED: December 29 , 2005

**ANDERSEN & BONNIFIELD**  
Attorneys for Defendants

26 By: \_\_\_\_\_/s/  
27 CARY D. McREYNOLDS

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## ORDER

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: December \_\_\_\_, 2005

January 6, 2005

**JEFFREY S. WHITE**  
Judge of the United States District Court

I hereby attest that I have on file all holographic signatures for any signatures indicated by a “conformed” signature (/s/) within this efiled document.

By: /s/ Cary D. McReynolds

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